

1 Peter Rukin, SBN 178336
Valerie Brender, SBN 298224
2 RUKIN HYLAND DORIA & TINDALL LLP
100 Pine Street, Suite 2150
3 San Francisco, CA 94111
Telephone: (415) 421-1800
4 Facsimile: (415) 421-1700
prukin@rhdtdlaw.com
5 vbrender@rhdtdlaw.com

6 Aaron Kaufmann, SBN 148580
Beth Ross, SBN 141337
7 Elizabeth Gropman, SBN 294156
LEONARD CARDER, LLP
8 1330 Broadway, Suite 1450
Oakland, CA 94612
9 Telephone: (510) 272-0169
Facsimile: (510) 272-0174
10 akaufmann@leonardcarder.com
bross@leonardcarder.com
11 egropman@leonardcarder.com

12 Attorneys for Plaintiffs

13 ADDITIONAL COUNSEL LISTED BELOW

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA**

16 GIOVANNI MARTINEZ, JOSE
17 ALMENDARIZ, JAMES KING,
MARTIN SALAZAR, and
18 HUMBERTO LOPEZ,

19 Plaintiffs,

20 v.

21 FLOWERS FOODS, Inc., FLOWERS
BAKING CO. OF CALIFORNIA,
22 FLOWERS BAKING CO. OF
HENDERSON, FLOWERS
23 BAKERIES BRANDS, Inc., and
DOES 1 through 10, inclusive,

24 Defendants.

Case No. 2:15-cv-05112 RGK(Ex)

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: July 7, 2015
Trial Date: None
District Judge: R. Gary Klausner
Magistrate Judge: Charles F. Eick

1 JOHNNIE A. JAMES, CA Bar No. 144091
johnnie.james@ogletreedeakins.com
2 ALEXANDER M. CHEMERS, CA Bar No. 263726
alexander.chemers@ogletreedeakins.com
3 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
4 Los Angeles, CA 90071
Telephone: 213.239.9800
5 Facsimile: 213.239.9045

6 FRANK L. TOBIN, CA Bar No. 166344
frank.tobin@ogletreedeakins.com
7 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4270 La Jolla Village Drive, Suite 990
8 San Diego, CA 92122
Telephone: 858.652.3103
9 Facsimile: 858.652.3101

10
11 Attorneys for Defendants
12 FLOWERS FOODS, INC., FLOWERS BAKING CO.
13 OF CALIFORNIA, FLOWERS BAKING CO.
14 OF HENDERSON, and FLOWERS BAKERIES
15 BRANDS, INC.
16
17
18
19
20
21
22
23
24
25
26
27
28

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, including, but not limited to: (1) proprietary procedures, manuals, and policies; (2) proprietary and confidential operations information, including sales and marketing information, profit information, manufacturing processes, sensitive product information, price information, and customer lists; (3) internal business or financial information; (4) confidential scientific and technical designs, formulations, and information; (5) personnel files of non-parties; (6) private information of individuals who were employed by or engaged by Defendants or another entity, including tax filings and related documents and medical records; (7) trade secrets; and (8) any other similar proprietary, confidential, and/or private information.

Good cause exists to protect the good faith designation of each of the categories of documents identified above, as prejudice or harm to Plaintiffs and/or Defendants and/or to one or more third parties may result if no protective order is granted. In particular, business competitors of Defendants could obtain an unfair advantage, Defendants could be economically prejudiced, and the privacy rights of Defendants' current and/or former employees or contractors could be violated if any of the confidential information identified above is published for purposes outside those permitted in this Stipulated Protective Order. The purpose of this Stipulated Protective Order is to protect any legitimately designated confidential business, employee, and privacy-protected information to be produced in this action from public disclosure.

Accordingly, the Parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable
2 legal principles. The Parties further acknowledge, as set forth in Section 12.3, below,
3 that this Stipulated Protective Order does not entitle them to file confidential
4 information under seal; Central District Local Rule 79-5.1 sets forth the procedures
5 that must be followed and the standards that will be applied when a Party seeks
6 permission from the court to file material under seal.

7 **2. DEFINITIONS**

8 2.1 Challenging Party: a Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
11 how it is generated, stored or maintained) or tangible things that qualify for protection
12 under the provisions of Paragraph 1, above.

13 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House
14 Counsel (as well as their support staff).

15 2.4 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 "CONFIDENTIAL."

18 2.5 Disclosure or Discovery Material: all items or information, regardless of
19 the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced or
21 generated in disclosures or responses to discovery in this matter.

22 2.6 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
24 expert witness or as a consultant in this action.

25 2.7 In-House Counsel: attorneys who are employees of a party to this action.
26 In-House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.
28

1 2.8 Non-Party: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.9 Outside Counsel of Record: attorneys who are not employees of a party
4 to this action but are retained to represent or advise a party to this action and have
5 appeared in this action on behalf of that party or are affiliated with a law firm which
6 has appeared on behalf of that party.

7 2.10 Party: any party to this action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this action.

12 2.12 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.13 Protected Material: any Disclosure or Discovery Material that is
17 designated as "CONFIDENTIAL."

18 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only Protected
22 Material (as defined above), but also (1) any information copied or extracted from
23 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
24 Material; and (3) any testimony, conversations, or presentations by Parties or their
25 Counsel that might reveal Protected Material. However, the protections conferred by
26 this Stipulation and Order do not cover the following information: (a) any information
27 that is in the public domain at the time of disclosure to a Receiving Party or becomes
28 part of the public domain after its disclosure to a Receiving Party as a result of

1 publication not involving a violation of this Order, including becoming part of the
2 public record through trial or otherwise; and (b) any information known to the
3 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
4 disclosure from a source who obtained the information lawfully and under no
5 obligation of confidentiality to the Designating Party. Any use of Protected Material at
6 trial shall be governed by a separate agreement or order.

7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
10 in writing or a court order otherwise directs. Final disposition shall be deemed to be
11 the later of (1) dismissal of all claims and defenses in this action, with or without
12 prejudice; and (2) final judgment herein after the completion and exhaustion of all
13 appeals, rehearings, remands, trials, or reviews of this action, including the time limits
14 for filing any motions or applications for extension of time pursuant to applicable law.
15 The Court retains jurisdiction over the parties for enforcement of the provisions of this
16 Order following the conclusion of this action.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies
21 under the appropriate standards. The Designating Party must designate for protection
22 only those parts of material, documents, items, or oral or written communications that
23 qualify – so that other portions of the material, documents, items, or communications
24 for which protection is not warranted are not swept unjustifiably within the ambit of
25 this Order.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
9 page that contains protected material. If only a portion or portions of the material on a
10 page qualifies for protection, the Producing Party also must clearly identify the
11 protected portion(s) (e.g., by making appropriate markings in the margins).

12 A Party or Non-Party that makes original documents or materials
13 available for inspection need not designate them for protection until after the
14 inspecting Party has indicated which material it would like copied and produced.
15 During the inspection and before the designation, all of the material made available for
16 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
17 identified the documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for protection under this
19 Order. Then, before producing the specified documents, the Producing Party must
20 affix the "CONFIDENTIAL" legend to each page that contains Protected Material. If
21 only a portion or portions of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 (b) for testimony given in deposition or in other pretrial or trial
25 proceedings, that the Designating Party identify on the record, before the close of the
26 deposition, hearing, or other proceeding, all protected testimony; alternatively, in the
27 case of depositions, other pretrial testimony, the transcripts thereof, and exhibits
28 thereto, by written notice to opposing counsel.

1 (c) for information produced in some form other than documentary and
2 for any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information or item is stored the
4 legend "CONFIDENTIAL." If only a portion or portions of the information or item
5 warrant protection, the Producing Party, to the extent practicable, shall identify the
6 protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive the
9 Designating Party's right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time. Unless a prompt challenge to a Designating
16 Party's confidentiality designation is necessary to avoid foreseeable, substantial
17 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
18 litigation, a Party does not waive its right to challenge a confidentiality designation by
19 electing not to mount a challenge promptly after the original designation is disclosed.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process by providing written notice of each designation it is challenging and
22 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
23 has been made, the written notice must recite that the challenge to confidentiality is
24 being made in accordance with this specific paragraph of the Protective Order. The
25 parties shall attempt to resolve each challenge in good faith and must begin the process
26 by conferring directly (in voice to voice dialogue; other forms of communication are
27 not sufficient) within 14 days of the date of service of notice. In conferring, the
28 Challenging Party must explain the basis for its belief that the confidentiality

1 designation was not proper and must give the Designating Party an opportunity to
2 review the designated material, to reconsider the circumstances, and, if no change in
3 designation is offered, to explain the basis for the chosen designation. A Challenging
4 Party may proceed to the next stage of the challenge process only if it has engaged in
5 this meet and confer process first or establishes that the Designating Party is unwilling
6 to participate in the meet and confer process in a timely manner.

7 6.3 Judicial Intervention. A Party that elects to press a challenge to a
8 confidentiality designation after considering the justification offered by the
9 Designating Party may file and serve a motion that identifies the challenged material
10 and sets forth the basis for the challenge. The filing of any such motion must be in
11 the form of a Joint Stipulation that complies with the requirements of Rule 37-2 of
12 the Central District of California Local Civil Rules. Each such Joint Stipulation
13 must be accompanied by a competent declaration that affirms that the movant has
14 complied with the meet-and-confer requirements described in Paragraph 6.2, above.
15 The Designating Party shall have the burden of establishing the confidentiality of
16 any Protected Material.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this case
20 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
21 Material may be disclosed only to the categories of persons and under the conditions
22 described in this Order. When the litigation has been terminated, a Receiving Party
23 must comply with the provisions of section 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating Party, a

1 Receiving Party may disclose any information or item designated

2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this action, as
4 well as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this litigation;

6 (b) the Receiving Party and any officers, directors, and employees
7 (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably
8 necessary for this litigation and who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

10 (c) the Designating Party and any officers, directors, managers, and
11 employees of the Designating Party;

12 (d) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (e) the Court and its personnel;

16 (f) court reporters and their staff, professional jury or trial consultants,
17 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for
18 this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

20 (g) during their depositions, witnesses in the action to whom disclosure is
21 reasonably necessary and who have signed the “Acknowledgment and Agreement to
22 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
23 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
24 reveal Protected Material must be separately bound by the court reporter and may not
25 be disclosed to anyone except as permitted under this Stipulated Protective Order.

26 (h) the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information; and
28

1 (i) any person who previously was an officer, director, manager,
2 employee or agent of an entity that previously had access to the information,
3 document, and/or item that has been designated "CONFIDENTIAL" to whom
4 disclosure is reasonably necessary for this litigation.

5 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
6 OTHER LITIGATION

7 If a Party is served with a subpoena or a court order issued in other litigation that
8 compels disclosure of any information or items designated in this action as
9 "CONFIDENTIAL," that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall
11 include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena or
14 order is subject to this Protective Order. Such notification shall include a copy of this
15 Stipulated Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by
17 the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this action
20 as "CONFIDENTIAL" before a determination by the court from which the subpoena
21 or order issued, unless the Party has obtained the Designating Party's permission. The
22 Designating Party shall bear the burden and expense of seeking protection in that court
23 of its confidential material – and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this action to disobey a lawful
25 directive from another court.

26 ////

27 ////

28 ////

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the remedies
6 and relief provided by this Order. Nothing in these provisions should be construed as
7 prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party's confidential information in its possession, and the Party is subject to an
10 agreement with the Non-Party not to produce the Non-Party's confidential information,
11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party.

20 (c) If the Non-Party fails to object or seek a protective order from this court
21 within 14 days of receiving the notice and accompanying information, the Receiving
22 Party may produce the Non-Party's confidential information responsive to the
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving
24 Party shall not produce any information in its possession or control that is subject to
25 the confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
27 of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Further, no party shall be held to have waived any right or legally-cognizable privilege or evidentiary protection by such inadvertent production. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Party may not file in the public record in this action any Protected Material.
6 A Party that seeks to file under seal any Protected Material must comply with Local
7 Rule 79-5.1. Protected Material may only be filed under seal pursuant to a court order
8 authorizing the sealing of the specific Protected Material at issue.

9 13. USING PROTECTED MATERIAL AT TRIAL

10 Not later than the deadline for filing pretrial disclosures pursuant to Rule
11 26(a)(3) of the Federal Rules of Civil Procedure, the Parties shall meet and confer
12 regarding the procedures for use of Protected Material at trial and shall move the
13 Court for entry of an appropriate order. In the event that the Parties cannot agree
14 upon the procedures for use of Protected Material at trial, each Party shall include a
15 notation in its pretrial disclosures that the intended disclosure contains Protected
16 Material. The Parties may object to the Disclosure of Protected Material pursuant to
17 Rule 26(a)(3)(B) of the Federal Rules of Civil Procedure, and the Court shall resolve
18 any outstanding disputes over such Disclosure.

19 14. FINAL DISPOSITION

20 Within 90 days after the final disposition of this action, as defined in paragraph
21 4, each Receiving Party must return all Protected Material to the Producing Party or
22 destroy such material. As used in this subdivision, "all Protected Material" includes all
23 copies, abstracts, compilations, summaries, and any other format reproducing or
24 capturing any of the Protected Material. Whether the Protected Material is returned or
25 destroyed, the Receiving Party must submit a written certification to the Producing
26 Party (and, if not the same person or entity, to the Designating Party) by the 90 day
27 deadline that (1) identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed and (2) affirms that the Receiving Party has not retained

1 any copies, abstracts, compilations, summaries or any other format reproducing or
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
4 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
5 expert reports, attorney work product, and consultant and expert work product, even if
6 such materials contain Protected Material. Any such archival copies that contain or
7 constitute Protected Material remain subject to this Protective Order as set forth in
8 Section 4 (DURATION).

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10 DATED: October 14, 2015

OGLETREE, DEAKINS, NASH, SMOAK,
STEWART, P.C.

11
12 By: /s/ Alexander M. Chemers
13 Johnnie A. James
14 Alexander M. Chemers
Attorneys for Defendants

15 DATED: October 14, 2015

RUKIN HYLAND DORIA & TINDALL LLP

16 By: /s/ Peter Rukin
17 Peter Rukin
18 Valeri Brender

19 Attorneys for Plaintiffs

20 DATED: October 14, 2015

LEONARD CARDER LLP

21 By: /s/ Aaron Kaufmann
22 Aaron Kaufmann
23 Beth Ross
24 Elizabeth Gropman

Attorneys for Plaintiffs

25 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

26
27 DATED: 10/14/15



28 R. GARY KLAUSNER
United States District Judge
Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of *Giovanni Martinez, et al. v. Flowers Foods, Inc., et al.*, Case No. CV-15-5112
RGK (Ex). I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____